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AGREEMENT

BETWEEN

**BOARD OF EDUCATION
MADRID-WADDINGTON CENTRAL SCHOOL**

AND

**MADRID-WADDINGTON CHAPTER
NEW YORK STATE UNITED TEACHERS**

JULY 1, 2013 - JUNE 30, 2018

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AND
MADRID WADDINGTON CHAPTER
NEW YORK STATE UNITED TEACHERS

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**ARTICLE I
RECOGNITION CLAUSE**

The Madrid Waddington Central School Board of Education (hereafter referred to as the Board) having determined that the Madrid Waddington Chapter New York State United Teachers (hereafter referred to as the Association) is supported by a majority of the teachers and registered nurses, in a unit composed of all professional personnel, except the Superintendent and Administrators, hereby recognizes the Association as the exclusive negotiating agent for all personnel in such unit.

Recognition shall continue in effect for the duration of the contract not to exceed the maximum amount allowed by law so long as the Association's membership contains more than fifty percent of the employees in the negotiating unit.

**ARTICLE II
DUES DEDUCTION**

- A. The District agrees to deduct from the salaries of its employees dues for the Madrid Waddington Chapter of the New York State United Teachers as said teachers individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Association. Teacher authorizations shall be in writing in the form set forth below:

MADRID WADDINGTON CHAPTER OF THE NEW YORK STATE UNITED TEACHERS - LOCAL #2805

DUES DEDUCTION AUTHORIZATION CARD

NAME _____

ADDRESS _____

BUILDING _____

DATE OF AUTHORIZATION _____

I hereby request and authorize the Board of Education of the Madrid Waddington Central School to deduct from my earnings and transmit to the Madrid Waddington Chapter of the New York State United Teachers', the amount of the membership dues as certified by this Association. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability thereof. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Teacher's Signature _____

- B. No later than two (2) weeks prior to the first scheduled pay period in September, the Association will provide the District with the original signed Dues Deduction Authorization Cards of those employees who

have voluntarily authorized the District to deduct dues for the Association. The Association will also certify to the District, at this time, in writing, the current rates of its membership dues.

- C. Effective September 2007, deductions referred to in Section A above shall be made in the following manner: The total annual membership dues for the Association, certified as mentioned above, shall be deducted in twenty (20) equal installments beginning with the first pay period in September and continuing for twenty (20) consecutive periods.
- D. Authorizations not submitted in accordance with Section A above will not be honored until the first pay period in March at which time deductions shall be made in five (5) equal and consecutive pay periods with the first period in March. These authorizations must be received by the District at least two (2) weeks prior to the first payroll in March and after this date, no further authorizations will be honored until the following year.
- E. The District shall, at the end of each deduction - not pay period, as specified in Sections C and D above-transmit the amount so deducted to the Association.

F. AGENCY FEE

Effective July 1, 1984, the Madrid Waddington Central School District shall deduct from the salary or wages of employees in the bargaining unit comprised of all the professional personnel, except the Superintendent and Administrators, who are not members of the Madrid Waddington Chapter New York State United Teachers, the amount equivalent to the dues levied by the Madrid Waddington Chapter New York State United Teachers and shall transmit the sum so deducted to the Madrid Waddington Chapter New York State United Teachers in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Madrid Waddington Chapter of the New York State United Teachers affirms it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Madrid Waddington Chapter of New York State United Teachers maintains such procedure.

The agency shop fee deduction shall be made following the same procedure as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

- G. The District agrees to facilitate participation by its employees through appropriate withholding and forwarding of monies to District approved Credit Unions.
- H. NYSUT Benefit Trust. The Administrator will direct the fiscal officer of the District to deduct from the salaries of those members participating in the Trust an amount authorized by said unit members on NYSUT Benefit Trust Forms. These deductions will commence on the second pay period of the school year and will continue for twenty (20) consecutive pay periods in a school year. It is understood that the authorization may be amended or withdrawn at the discretion of the unit member, not to exceed three times a year without the Superintendent's authorization. The monies deducted will be forwarded to the NYSUT Benefit Trust by the fiscal officer.

ARTICLE III ADMINISTRATIVE RESPONSIBILITIES

- A. The District agrees there will be no reduction in staffing patterns that would result in teacher loads significantly in excess of the recommendation of the Commissioner of Education. Every effort will be made to equalize the study hall load during the same period so far as room facilities will allow.
- B. A teacher will be allowed 225 minutes per week of time free from classes or supervision excluding lunchtime. The daily schedule will allow each teacher a minimum of 30 **consecutive** minutes planning time in a given day. Only in the case of an extreme emergency (for example: another teacher being out of school with no notice, leaving a class unattended) will a teacher in a departmental situation be required to accept more than six and a half (6 1/2) periods of responsibility without his or her consent. The ½ period of responsibility may be for non-academic supervision, content-area specific duty (e.g. chemical hygiene officer, AIS facilitator) or mutually agreed upon instruction. If a staffing concern develops, the District may request the Association to reopen negotiations on this issue only, and the Association agrees to this request.
- C. Within the hours normally allotted for lunch, each teacher will have a lunch period consisting of one-half hour during which time the teacher will not be required to perform any duties.
- D. Substitutes will be provided whenever possible, and the Administration will accept suggestions from the Association regarding individuals who are qualified to serve as substitutes. The substitute list used by the District will be available to the Association.
- E. Administrators will discuss with the current staff members their teaching assignments as foreseen for the coming school year. Each teacher will be notified in writing by June 15 as to his/her tentative daily teaching schedules for the forthcoming year, honoring, if possible, the teacher's desires. Teaching schedules in the elementary school will be made specific by June 15. It is recognized that change may be necessitated after the date as a result of emergencies or unforeseen circumstances. If such changes are necessitated, the Administration will make every reasonable effort to notify teachers within ten days after such decisions have been finalized.
- F. No teacher shall be required to render service or remain in attendance at school during the school day in excess of seven and one-quarter (7-1/4) hours per day inclusive of lunch time, but exclusive of the following:
 - a) Necessary building, faculty, departmental or grade level meetings.
 - b) Compensated duties such as coaching, etc.
 - c) Non-compensated duties: The assignment of duties for which there is no provision for additional compensation (e.g., Elementary Spring Concert, etc.) shall be made as far as practicable in accordance with the interest and preference of teachers involved. Teachers will not be required to chaperone dances. No high school teacher will be assigned a second duty until all high school teachers have done one duty. No elementary teacher will be assigned to a second duty until all elementary teachers have done one duty. Teachers shall not be assigned more than two such duties. Teachers who volunteer to supervise dances shall be assigned to no more than one other duty.

ARTICLE IV TEACHER RESPONSIBILITIES

Teachers will make every effort to:

1. Be available on school premises during the time designated by the Board of Education as the official school day, unless otherwise excused by the Administration.
2. Be in their instructional areas during that period of the school day which is designated for instruction and supervision.
3. Teach such classes as may be assigned to them with the administrator being obligated, in turn, to make every effort to keep classes balanced at a reasonable size and to assign each teacher to NO more than one class outside of his/her area of certification.
4. Provide the necessary instructional services for the entire academic year in accordance with the calendar adopted by the Board of Cooperative Educational Services, limited in any case to a total of 181 days.
5. Maintain appropriate academic records including attendance, test scores, marks, cumulative records, etc.
6. Prepare and submit promptly any reports or information which may be requested by the Administration.
7. Maintain and have available in their room both short and long-range lesson plans. (Long range meaning a period of at least one week.)
8. Perform such work as may be needed to plan for teaching and to evaluate student progress.
9. Make themselves available for such meetings and activities as may be specified by the Board of Education or the Administration. There will be at least a 24 hour notice given and an agenda will be provided.
10. Make themselves available for conferences with parents. Conferences will be scheduled at a time mutually agreeable to parent and teacher. The presence of a third party may be requested.
11. Make themselves available for consultation with students at a mutually agreeable time.
12. Make themselves available for up to three (3) optional days of additional work or Professional Development in accordance with the following:
 - a.) Effective with the 2014-15 fiscal year, the school calendar will include a list of available days from which to choose;
 - b.) Work day length will be equivalent to school day length;
 - c.) An administrator will be available for consultation on the indicated days;
 - d.) Appropriate uses, *subject to administrative approval*, but are not limited to District provided educational conferences/workshops, grade level departmental team collaborations, and curriculum development/alignment;
 - e.) Compensation for these days will be \$150 per day per teacher.

Both the Association and the Board of Education encourage teachers to keep themselves up-to-date by engaging in activities such as:

- a.) Attending college classes
- b.) Participation in approved workshops
- c.) Participation in approved in-service activities
- d.) Approved travel
- e.) Serving as a team leader
- f.) Preparation of successful mini-grant proposals
- g.) Disseminating new ideas or making oral or written reports to the faculty.
- h.) Writing learning activity packages
- i.) Voluntary attendance at extra-curricular events, not as a chaperone, but as an interested adult
- j.) Developing an in-service project
- k.) Developing and implementing a research project

ARTICLE V IN-SERVICE CREDIT

In-service credit is defined to include courses or workshops offered to further broaden a teacher's background in any recognized area without graduate or undergraduate credit intended. Such in-service credit for purposes of progressing on the salary schedule or a change in schedule may be granted by the Superintendent. Criteria for such credit may be proposed by the Association and submitted to the Superintendent for approval. The amount of credit is to be based upon the nature of the courses or workshop, the time spent in the training and successful completion of the requirements. Should the Board decide it is not going to support the recommendation of the Superintendent, it must notify the teacher(s) making the request, in writing, prior to the beginning of the course, or as soon as practicable after the announcement of the in-service activity is received. It is the responsibility of the Superintendent to inform the Board of Education of any such requests at the first board meeting following receipt of same. If the Board is not informed or fails to act prior to the start of the activity, the credit shall be allowed. (Request for In-service Credit form - page 29)

ARTICLE VI GRIEVANCE PROCEDURE

A. Purpose

The purpose of this grievance procedure shall be to settle equitably and informally, if possible, at the lowest possible administrative level, disputes which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of this Agreement.

B. Definition of a Grievance

A grievance is a complaint by a teacher, a group of teachers, or the Association based upon an alleged violation, or a variation from the provisions of this Agreement or the interpretation and application thereof.

C. Procedures

Stage 1:

- a. The aggrieved party should discuss said grievance with the building principal on an informal basis.
- b. If this does not result in a mutually satisfactory resolution of the problem, the aggrieved party must file a formal grievance with the building principal within fifteen (15) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based. Copies of the formal grievance will also be sent to the Superintendent, the President(s) of the Teachers' Association, and the Chairperson of the Grievance Committee.

Stage 2:

- a. Within fifteen (15) school days after receipt of the formal grievance, the Building Principal will meet with the aggrieved party and the Grievance Committee.
- b. Within fifteen (15) school days of the meeting, the Building Principal shall render a decision in writing to the aggrieved party, with copies to the Superintendent, the Chairperson of the Grievance Committee, and the President of the Teachers' Association.

Stage 3:

- a. If the Grievance Committee and the Executive Committee of the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal, in writing, with the Superintendent within fifteen (15) school days after receiving the decision of Stage 2. Within fifteen (15) school days after receipt of such appeal, the Superintendent or his/her designee (in his/her absence or when he/she is directly involved) will hold a hearing with the aggrieved party, the Grievance Committee, the involved building principal and all other parties in interest. The official grievance record maintained by the Superintendent shall be available for use by the Board of Education and the Association.
- b. The Superintendent shall render a decision in writing to the Aggrieved party, the Chairperson of the Grievance Committee, the involved Principal, and the President(s) of the Teachers' Association within fifteen (15) school days of the hearing.

Stage 4:

- a. If the Grievance Committee and the Executive Committee of the Association are not satisfied with the decision at Stage 3, the Grievance Committee will file an appeal, in writing, with the Board of Education within fifteen (15) school days after receiving the decision of Stage 3.

- b. At the next regular Board meeting, or within fifteen (15) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within fifteen (15) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

Stage 5:

- a. If the Grievance Committee and the Association are not satisfied with the decision at stage three, they may, within fifteen (15) days after receiving the decision, refer the grievance to arbitration by requesting that the American Arbitration Association propose the name of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent. Upon receipt of the names of the proposed arbitrators, designees of the Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.
- b. The arbitrator's decision will be in writing and will set forth his findings, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be binding upon both parties. The arbitrator shall regard the provisions of this agreement as the basic principles and fundamental law governing the relationship between the parties. The arbitrator's function is to decide cases of alleged violation of such provisions.
- c. The cost for the services of the arbitrator shall be borne by the losing party. The arbitration proceedings shall be held in Madrid Waddington School District, unless the Association and the School District both agree on an alternative site.
- d. Miscellaneous Provisions
 - 1. At any point in the procedures, the indicated time limits may be extended by mutual agreement of the parties involved.
 - 2. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 3.
 - 3. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all public material and relevant documents, communications and records (with the exception of informal or confidential material) concerning the alleged grievance.
 - 4. A grievance is void if not initiated within the procedure guidelines.

ARTICLE VII LEAVES OF ABSENCE

1. Leave Credits

Fifteen (15) days leave with full pay each fiscal year will be allowed each teacher and any unused balance will become cumulative leave, up to 300 days. After the teacher has built up cumulative leave credits, any leave in excess of fifteen (15) days in the school year will be deducted from his/her cumulative leave.

Teachers will be notified of the number of their accumulated leave days periodically and upon request.

Any teacher who is employed from the last date of employment six months or more of the fiscal year, shall be entitled to fifteen (15) days of leave for the fiscal year. Any teacher who is employed from the last date of employment less than six months of the fiscal year shall be entitled to ten (10) days of leave for the fiscal year.

2. Temporary Leave With Full Pay

Approval for absences must be obtained from the Building Principal, unless stated otherwise.

a.) Employee sickness: Leave to be deducted from leave credit. (This provision does not apply to teachers who are on an unpaid leave of absence).

b.) Family sickness: Leave to be deducted from leave credit for employees taking leave due to serious illness in their immediate family. *

* Immediate family shall mean spouse, child, father, mother, father-in-law, mother-in-law, brother or sister, grandparents, grandchildren, or other members of the immediate household. In other cases of close family relationship the Superintendent must approve such absences.

c.) Any employee or family illness of three (3) days or more may require a physician's verification and permission to return to work.

d.) Family death: Three (3) days leave - not to be deducted from leave credit. "Family" shall mean spouse, child, father, mother, father or mother-in-law, brother, sister, brother or sister-in-law, grandparents, grandchildren or other members of the immediate household. In other cases of close family relationship the Superintendent must approve such absences.

e.) Association conferences: Necessary Association Representatives will be allowed to attend the NYSUT Representatives Assembly without loss of leave credit. The Association shall pay the substitute salaries for teachers attending the R.A.

f.) Organizational conferences: The President and the Chief negotiator of the local Association may attend one NYSUT Conference without loss of leave credit. The Association is to pay for the substitute hired by the Administrator.

g.) Professional conferences: Application for attendance for a conference in the teacher's professional field may be made to the Building Principal subject to his/her approval and the Superintendent's approval. An

estimated budget of expenses will accompany the application. If attendance is approved, there will be no loss of leave credit and acceptable itemized expenses will be reimbursed. A written report of the conference proceedings attended must be submitted with the bill of expenses.

i.) CRITERIA used by the Building Principal and Superintendent when considering the application:

- a. The needs of the educational program.
- b. The value to the District of the conference as compared to the cost.
- c. Normally only one person shall attend from a department.
- d. Except under unusual circumstances, a teacher shall not attend more than one major conference (one in excess of a \$400 cost per year).

ii.) The District agrees to budget \$8,500.00 per year. A minimum of \$2,000 will be reserved for use after January 1 of each year. Payments made to substitutes will not be deducted from professional conference budget money.

- h. Court or Governmental Agency appearance: The number of days will be approved without the loss of leave credit if one of the following conditions exist: The school district is involved and the employee is a party or witness to the action -or- The employee is to appear as a witness to testify to facts and/or testimony of general interest before a Federal, State, or County Grand Jury -or- The employee is required to appear before a Federal, State, County, Town, or Village agency and is not personally involved.
- i. Jury Duty: Necessary time used will be approved without loss of leave credit. Notice of the Jury Duty must be submitted to the Building Principal. The employee shall reimburse the school district in an amount equal to the jury fee received exclusive of transportation and meal allowance.
- j. Religious Holidays: Days of absence for religious holiday observances of the employee's particular faith, not covered by the regular school calendar, will be deducted from leave credit.
- k. Educational purpose: Days absent will be deducted from leave credit for required educational meetings not covered by other policies.
3. Personal Business Leave: Effective July 1, 2014, employees will be entitled to leave not to exceed **four (4)** days per school year in order to allow teachers to deal with emergency or other legitimate situations which require their absence from school, and which are not covered by leave provisions in this contract.

Such leave is not to be used for any purpose which can be dealt with outside of regular school hours. Such leave is not to be used for gainful employment or purely recreational purposes (hunting, fishing, shopping, etc.). Such leave is not to be used to extend vacation periods without prior approval by the Board or its designee. Such leave will be deducted from leave credit. The appropriate form as outlined in this section is to be used. No reason need be given. If feasible, a forty-eight hour advance notice should be given to facilitate the hiring of a substitute.

Should the district have reason to believe this provision is being abused, the Association will be notified and given the opportunity to investigate and attempt to remedy the situation.

Nothing in this section is to be construed as limiting the authority of the Administration or the Board of Education to take appropriate disciplinary action in cases where this provision of the contract is abused.

Personal Business Absence Form

I hereby request a leave of absence on _____
(Day/Month)

I affirm that this request complies with the provisions of the contract. This leave is not being used for any purpose which can be dealt with outside regular school hours.

Signature

Building Principal

Superintendent

Date

4. Child Rearing Leave

Leave for rearing minor children will be granted for a period of one school year. Any such child-rearing leave must be taken within the first three (3) years following the birth or adoption of a child. Any variances from the above language would require Superintendent approval.

- a.) Notice of this request will be given to the district at least three (3) months before the leave commences.
- b.) Under extenuating circumstances, reasonable notice variances will be allowed.
- c.) A second year may be requested.

Upon return, the teacher shall be granted all professional advantages and status which he/she had at the time leave commenced, except that a teacher having service at least six (6) months in the school year in which the leave commenced shall be placed on the next higher level of salary increase.

Upon return to the district, the teacher shall be assigned to the same position which was held at the time the leave commenced, or to a substantially equivalent position.

5. Sick Leave Bank

The employees of the Madrid Waddington Central School District shall be afforded the opportunity of participating in, and receiving the benefits of, a district-wide sick leave bank. The following form will be used to initiate membership.

SICK LEAVE BANK DISTRICT-WIDE

I agree to contribute one day of my sick leave to the sick leave bank, beginning with the school year 20__ - 20__, until such time I notify the Clerk of the Board of my desire to withdraw from the bank.

At such time, I forfeit any day that I have contributed to the bank.

I am also willing to contribute sick leave days to rebuild the sick leave bank if the number of days drops below 135.

Signed _____

- a. Each employee electing to join will donate one day of his/her accumulated sick leave, to be matched on a one-to-one ratio by the Board. The opportunity to join the pool will be afforded all employees at the beginning of the school year, and the application form authorizing the deduction of a sick leave day to be placed in the pool for the employee to be a member during that year.
- b. An employee electing to join the sick pool, after its initial inception, will be required to donate the number of days other employees donated as members of the pool, between the employee's date of employment and the date the employee joins the pool.
- c. Until such time as an employee elected to join the sick leave pool, should they become ill before joining, they are not eligible to draw from the sick leave pool.
- d. Should an employee who is not a member of the sick leave pool become ill or incapacitated on the first of September, he/she would be ineligible to participate until such time he/she had recovered from the illness or disability and returned to work.
- e. Any employee who joins the sick leave pool will remain a member until such time as he/she notifies the Clerk of the Board.
- f. Employees who withdraw from the sick leave pool or who resign or retire will not be eligible to withdraw their days donated to the sick leave pool.
- g. In the event the balance drops to 135 days or below, each member will have one day deducted from his or her accumulated leave to replenish the sick leave pool. Days deducted will be matched by the Board of Education.
- h. When it becomes apparent that illness or injury of an employee will result in the exhaustion of his or her sick leave, the teacher or his/her representative will apply in writing to the Sick Leave Review Board consisting of a Board member, an administrator, the President of the Teacher's Association, a teacher from each building, and three non-teaching employees selected by their Association.

- i. The Review Board will review the case, determine the eligibility of the employee and render its decision in writing. The decision of the committee will be final and is not subject to arbitration. The following criteria will be utilized:
 - i). The employee must exhaust his/her sick leave before using any days from the pool.
 - ii) A waiting period of three days beginning with the first day of illness, for each year of service in the District up to thirty days, must precede usage of the pool. Absence must be continuous. Under extenuating circumstances, this provision could be waived upon recommendation of the Review Board and approval of the Board of Education.
 - iii) The Review Board may at its discretion review cases and require submission of appropriate medical data.
 - iv) The individual has signed an appropriate release form authorizing the school district to receive any Workers' Compensation or Disability salary payments due him/her as a result of an accident or illness. Upon receipt of such payments, the sick leave bank shall be replenished by the number of days said payment reimburses the District. The number of days shall be determined by dividing the amount received by the employee's daily rate of pay.
 - v) The sick leave pool is not available for unpaid child rearing leave, family illness or family injury.
 - vi) Normally the maximum benefit of the pool will total 180 days for any one illness or injury; however, under extenuating circumstances and upon recommendation of the sick leave review board and approval of the Board of Education, the person may continue to draw such additional benefits as they deem appropriate to the situation.
 - vii) Once an employee has used the sick leave pool and needs to use it again, the waiting period shall be three days for each year of service following the last year of use of the pool up to a maximum of thirty days.
- j. The Sick Leave Bank may be used for up to 8 weeks of doctor-prescribed absence post-partum. If complications or doctor's orders should require more than 8 weeks, the Sick Leave Review Board may entertain a new request.

6. Sabbatical Leave

Sabbatical leave will be available, subject to approval of the Board of Education, if the following provisions have been met:

- a. Employees must be tenured with a minimum of seven years service in the District.
- b. The purpose of the leave is for study, educational travel, research or other activity, which will clearly contribute to improving the competency of the employee in relation to his/her responsibilities in the Madrid-Waddington Central School District. The application must include a description of the activities and show how such will contribute to better performance upon return to duty.

- c. The teacher agrees to return to the District after the sabbatical for a period of at least two years.
- d. It has been at least seven years since the individual has last had a sabbatical leave.
- e. No more than one elementary or one secondary teacher shall be on leave at any one time, except under very unusual circumstances approved by the Board of Education.
- f. Applications must be submitted prior to April 1 of the year preceding the school year in which leave is desired.
- g. Applications will be submitted to a screening committee composed of one elementary teacher, one secondary teacher, the elementary supervisor and the secondary principal. The committee will review the application within five (5) school days of receipt to verify that criteria have been met, and all applications meeting the criteria will be forwarded to the Board of Education for action. Any application not meeting the criteria is to be returned within five (5) school days to the applicant with a notation as to why it does not meet the criteria. Applicants will be notified within two (2) months of receipt of the application by the Board as to its action.
- h. Leave may be for a full year at half-pay or a half-year at full pay. Monies paid the teacher while on leave shall be considered as a loan secured by a Promissory Note made payable to the Madrid-Waddington Central School District. Such note shall be cancelled in the event of death or permanent disability at any time prior to two years following the ending of the leave. It shall be cancelled at the rate of 50% for each year of service during the two years immediately following the end of the leave. Under special circumstances a teacher may be granted leave without pay and the time limit extended for the cancellation of the note. Failure of the teacher to return to service in the Madrid-Waddington Central School District (without prior approval of the Board of Education) and failure to complete the required two years service shall result in the appropriate uncanceled portion of this note becoming immediately due and payable.
- i. Upon his/her return from sabbatical leave, a teacher's salary will be the same as he/she would have received had the period of his/her leave been spent in the school system, and he/she will be returned to the same position which was held at the time said leave commenced, or to a substantially equivalent position.

ARTICLE VIII

PROTECTION OF TEACHERS

- 1. Under the provision of Section 3023 of the Education Law, the Board of Education is required to furnish legal defense for a teacher who is involved in a lawsuit following an accident or injury to a school pupil, if the teacher was acting in the discharge of his/her duties within the scope of his/her employment. The Board, however, must be given a copy of the summons or complaint by the teacher within ten (10) days of the time the teacher was served or the Board is not subject to the duty imposed by this section.
- 2. If an assault on a teacher, either on or off school property, is caused by actions of the teacher in discharging his/her duties and results in loss of time, the teacher shall be paid in full and such loss of time shall not be deducted from any leave which said teacher is entitled under this Agreement. If an accident to a teacher

occurs while in the performance of his/her duties and results in loss of time, the teacher shall be paid in full. Such loss of time shall not be deducted from any leave to which said teacher is entitled under this agreement. In either of the above situations, the teacher shall receive his/her regular salary less social security and/or Workman's Compensation Benefits received.

3. Any teacher will be given the opportunity to have a representative of his/her choice present at any formal proceedings.

ARTICLE IX PERSONNEL FILE POLICIES

1. All data maintained by the district on individual members of the bargaining unit relative to employment, promotion, discipline, evaluation, and all other job-related matter - exclusive of confidential references and communications received in connection with the initial employment - will be placed in a single official file and maintained in the District Office. Principals may maintain a duplicate file.
2. Upon request, the teacher will be permitted to examine his/her file, and the teacher may elect to have an additional witness of his/her choosing.
3. The teacher will be provided a copy of any material in his/her file upon request or, at the Administrator's discretion, the teacher may be permitted to reproduce the materials. In the event of multiple copies being requested, the teacher will pay fees at the going rate.
4. No material derogatory to a teacher's conduct, service, character, or personality will be placed in the file unless the teacher has had the opportunity to read the material. The teacher will acknowledge that he/she has read such material by affirming his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. Material of a derogatory nature not reduced to writing within ten (10) days of the occurrence of the Administration becoming aware of the incident(s) may not be placed in the file. This paragraph is not intended to restrict the Administration from dealing with a concern on an informal basis. In the event a satisfactory resolution is not secured informally, the Administrator may summarize the circumstances and place this in the file even though more than ten (10) days have elapsed.
5. The teacher will have the right to rebut, explain, and comment on any material filed, and his/her response will be attached to the file copy.
6. Material will be removed from the file when a teacher's claim that it is inaccurate or unfair is sustained to the satisfaction of the school administration or his/her deputy.
7. No unsubstantiated material will be placed in a teacher's personnel file. Pertinent material, upon receipt, will be brought to the teacher's attention.
8. Letters, statements, notices and related data of a negative nature other than the results of a 3020A proceeding will be removed from the file three years after the concern has been corrected. This paragraph applies only to tenured teachers.

9. Only material properly filed in accordance with this Article and any other contract provision will be used to initiate any action taken to reprimand, discipline, dismiss or otherwise deprive a teacher of any professional advantage. An oral reprimand is excluded from this requirement.
10. No material in the file will be forwarded to any agency, organization, prospective employer or other party without the express written consent of the teacher, except when required to do so by law or court order.

ARTICLE X HEALTH INSURANCE

1. The District will provide health and hospitalization insurance to each member of the MWTa, their dependents and retirees. The Board will pay the cost of the SLL BOCES Plan C health premium, HRA and HSA contributions through December 31, 2014. As of January 1, 2015 the Board will pay health insurance premiums to NY 44 Trust Plan A. The equivalent of this plan or better will be maintained.
2. Each employee who elects to receive coverage in 2013-2014 will contribute \$250 for an individual plan or \$550 for a family plan. Beginning in 2014-2015 each covered employee will contribute to the cost of the pure premium for the applicable health plan as per the negotiated schedule. (Single \$650; Member-Child \$1512; Member-Spouse \$1680; Family \$1750.) Beginning in 2015-16 each covered employee will contribute 10% of the cost of the pure premium of the NY 44 Trust Plan (Single, Employee-Child, Employee-Spouse, Family).
3. The contribution level for all eligible unit members retiring on or before July 1, 2014 will remain frozen at the level for which they contribute in their final year of service. Bargaining unit members retiring after July 1, 2014 will continue to pay the same dollar amount to the District toward their health insurance as was paid in the final year of employment. If the enrollment plan status is changed, the contribution will be adjusted and frozen at the same rate as would have been paid in the final year of service. A letter stating all current pure premium rates will be given to each retiree at the time of retirement.
4. Medicare Part B reimbursement by the District for the spouses of employees who retire on or after July 1, 2012 will be frozen at the 2012 rate.
5. Effective for unit members hired on or after July 1, 2007, in order to qualify for any District-provided health insurance benefits in retirement, the retired unit member must have completed at least fifteen years of service with the District. Those unit members who have between ten and fourteen years of service will be responsible for 50% of the pure-premium of the health insurance benefits in retirement. Unit members who are employed by the District prior to July 1, 2007 are grandparented and must complete five years of service with the District to qualify for any District-provided health insurance benefits in retirement.
6. The District has established a flexible spending plan pursuant to IRS Section 125 Regulations. Members may utilize this plan for premium payments, dependent care, and unreimbursed medical expenses.
7. Unit members who are eligible for health insurance coverage from another source outside the St. Lawrence-Lewis Employees Health Plan, or NY 44 Trust Plan, may elect not to be covered by the health insurance plan

provided by Madrid-Waddington Central School District. Persons who voluntarily elect to drop such coverage will notify the District by November 1st, and will receive a sum of \$2,500 for that given year, payable in the second paycheck in the January following each year thereafter that the member is not covered by the District's Health Plan. Members whose circumstances change (e.g. death, layoff or disability of spouse, etc.) may reapply for coverage at any time. There will be no pro-ration of the buyout for any member whose election to drop coverage is voided during the fiscal year.

ARTICLE XI VACANCIES

The Association will be notified of all job vacancies caused by a teacher or Administrator leaving the system or by the creation of a new position in this system. This notification will be given to the Association a minimum of five days before the vacancy is filled in order to give the present employees the opportunity to apply for the promotion or transfer. A present employee who is qualified will be given first priority in filling the vacancy. Should more than one present employee apply, priority will be given to the one with most service in the school district provided that the employee is equally qualified. The time limit may be waived or altered by Agreement of the Board of Education and the Association.

ARTICLE XII NON-TEACHING DUTIES

1. The District agrees to provide cafeteria supervision in all buildings of the school district so that teachers will not be required to perform this duty.
2. It is agreed that teachers will not be required to drive pupils to activities that take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of the Building Principal. In such event, the teacher will be relieved of all personal liability for any accident which may occur in connection with said activity.

ARTICLE XIII SALARY PROVISIONS

The Teachers Association will construct a salary schedule based on the following provisions, subject to District approval:

2013-14	2.25 %
2014-15	5.0 %
2015-16	3.5 %
2016-17	4.0 %
2017-18	4.0 %

Nurses' salaries shall increase by the same percentage.

Bargaining Unit Members with a Bachelor's degree only will be paid at the below rate minus \$1200.
 Bargaining Unit Members with a Bachelor's degree with 15 credit hours will be paid at the below rate minus \$600.
 Credit Hours above 30 will be paid at \$600 in blocks of 15 credits (maximum of 75 hours.)
 Bargaining Unit Members with National Board Certification will be paid at the below rate + 45 hours.

	2013-14	2014-15	2015-16	2016-17	2017-18
1	39765	41565	42645	44130	45670
2	40765	42565	43645	45130	46670
3	41765	43565	44645	46130	47670
4	42765	44565	45645	47130	48670
5	43765	45565	46645	48130	49670
6	44765	46565	47645	49130	50670
7	45765	47565	48645	50130	51670
8	46765	48565	49645	51130	52670
9	47765	49565	50645	52130	53670
10	48765	50565	51645	53130	54670
11	49765	51565	52645	54130	55670
12	50765	52565	53645	55130	56670
13	51765	53565	54645	56130	57670
14	52765	54565	55645	57130	58670
15	53765	55565	56645	58130	59670
16	54765	56565	57645	59130	60670
17	55765	57565	58645	60130	61670
18	56765	58565	59645	61130	62670
19	57765	59565	60645	62130	63670
20	58765	60565	61645	63130	64670
21	59765	61565	62645	64130	65670
22	60765	62565	63645	65130	66670
23	61765	63565	64645	66130	67670
24	62765	64565	65645	67130	68670
25	63765	66065	67145	68130	69670
26	65265	67565	68645	69880	71420
27	66765	69065	70145	71630	73170
28	68265	70815	71645	73380	74920
29	69765	72565	73145	75130	76670
30	69765	74315	75145	76880	78670
31	70765	74315	76395	78380	80670
32	71765	74315	76395	78630	80920
33	72765	74315	76395	78630	81170
34	75165	74315	76395	78630	81170
35	76165	74615	76395	78630	81170
36		79015	76395	78630	81170
37			81395	78630	81170
38				83630	81170
39					86170

Bargaining Unit Members who earned a Masters Degree prior to January 1, 1978 will receive \$350.

Those who graduated after January 1, 1978, and who are required by certification requirements to earn a Masters Degree (rather than 30 graduate hours option) shall not receive additional compensation for having earned the Masters Degree. Area of Instruction is interpreted to mean that the courses taken in pursuit of the Masters Degree, in some way, be related to the responsibilities the individual is discharging for the District. Under normal circumstances, degrees in a subject area or in education will be acceptable unless it is obvious that the area of emphasis has little or no relationship to the duties being performed. In such instances, the Superintendent will refer the matter to the Board of Education for review prior to any final decision.

1. In the initial placement of a new teacher on the salary schedule, prior military and teaching experience will be considered.
2. Paydays shall be every second Friday commencing with school opening in September. If the scheduled payday (Friday) falls on a scheduled non- teaching day, payday will be on the nearest teaching day.
3. Teachers shall have the option of electing to receive the year's salary in twenty-one or twenty-six periods. If twenty-six are elected, the last five pay periods shall fall on the last day of school. The District also agrees to offer teachers the option of direct deposit through official school banks. This selection must be declared and filed at the faculty meeting on the first day of school. This service will be made available provided the necessary computer capabilities are on line in the district.
4. A \$300.00 stipend will be paid to any teacher with perfect attendance for a school year. Absences on school trips, authorized conferences or activities will not negate otherwise perfect attendance. Requests for late arrival or early dismissal for personal reasons would invalidate the perfect attendance stipend.
5. Part-time teachers at the secondary level will have their salaries based on the following: 4 classes, 60%; 3 classes, 50%; 2 classes 35%; 1 class, 20%.
Less than full-time employees at either the elementary or secondary level will have preparation time pro-rated based on actual hours of employment.
6. The salary raise for the Registered Nurse shall be adjusted at a rate commensurate with that of the teachers.
7. Salary adjustments after the beginning of the school year will be accomplished no later than the third pay period following appropriate notification to the District.

MWCS Extracurricular and Co-Curricular Salary Schedules - MWTA Contract 2013-2018

Group A	2013-2014			2014-2015			Effect 2014
	I	II	III	I	II	III	
VARSITY SOCCER	3480	3955	4901	3550	4034	4999	
VARSITY CROSS COUNTRY	3480	3955	4901	3550	4034	4999	
VARSITY BASEBALL	3480	3955	4901	3550	4034	4999	
VARSITY SOFTBALL	3480	3955	4901	3550	4034	4999	
VARSITY VOLLEYBALL	3480	3955	4901	3550	4034	4999	
VARSITY TRACK	3480	3955	4901	3550	4034	4999	
VARSITY GOLF	3480	3955	4901	3550	4034	4999	
VARSITY BASKETBALL	3955	4523	5595	4034	4613	5707	
TRACK COACH CO-ED	3955	4523	5595	4034	4613	5707	
GROUP B	2013-2014			2014-2015			
	I	II	III	I	II	III	
CHEERLEADING	2585	2926	3649	2637	2985	3722	
JV SOCCER	2585	2926	3649	2637	2985	3722	
ASSISTANT CROSS COUNTRY	2585	2926	3649	2637	2985	3722	
JV BASEBALL	2585	2926	3649	2637	2985	3722	
JV VOLLEYBALL	2585	2926	3649	2637	2985	3722	
ASSISTANT TRACK	2585	2926	3649	2637	2985	3722	
JV BASKETBALL	2948	3354	4170	3007	3421	4253	
ASSISTANT TRACK CO-ED	2948	3354	4170	3007	3421	4253	
GROUP C	2013-2014			2014-2015			
	I	II	III	I	II	III	
MODIFIED SOCCER	1930	2194	2725	1969	2238	2780	
MODIFIED CROSS COUNTRY	1930	2194	2725	1969	2238	2780	
MODIFIED BASEBALL	1930	2194	2725	1969	2238	2780	
MODIFIED SOFTBALL	1930	2194	2725	1969	2238	2780	
MODIFIED VOLLEYBALL	1930	2194	2725	1969	2238	2780	
MODIFIED TRACK	1930	2194	2725	1969	2238	2780	
MODIFIED BASKETBALL	1930	2194	2725	1969	2238	2780	

When all three levels and an assistant coach is also employed, there will be an additional \$400 stipend for head and assistant coach.

Modified Basketball salary will be 1.5 times the stated rate if only one coach is provided for two teams.

TITLES	2013-2014			2014-2015				
	I	II	III	I	II	III		
FRESHMAN CLASS ADVISOR	785	876	1405	801	894	1433	Effec 2014	
SOPHOMORE CLASS ADVISOR	785	876	1405	801	894	1433		
JUNIOR CLASS ADVISOR	785	876	1405	801	894	1433		
SENIOR CLASS ADVISOR	785	876	1405	801	894	1433		
FFA SUMMER POSITION	785	876	1405	801	894	1433		
VARSITY LETTER CLUB	785	876	1405	801	894	1433		
KEY CLUB ADVISOR	785	876	1405	801	894	1433		
NATIONAL JUNIOR HONOR SOCIETY	785	876	1405	801	894	1433		
WHIZ QUIZ ADVISOR	876	973	1413	894	992	1441		
SUMMER BAND DIRECTOR	876	973	1413	894	992	1441		
STAGE MANAGER	876	973	1413	894	992	1441		
AV DIRECTOR	876	973	1413	894	992	1441		
HONOR SOCIETY ADVISOR	876	973	1413	894	992	1441		
MUSIC DIRECTOR, SPRING	2105	2300	2837	2147	2346	2894		
DRAMA CLUB	2105	2300	2837	2147	2346	2894		
STARDUST	2105	2300	2837	2147	2346	2894		
AUDITORIUM TECH CLUB	2105	2300	2837	2147	2346	2894		
DIRECTOR, SPRING	ACCOUNTS	2390	2562	3236	2438	2613	3301	
EXTRACURRICULAR		2390	2562	3236	2438	2613	3301	
TREASURER		2390	2562	3236	2438	2613	3301	
YEARBOOK ADVISOR		2390	2562	3236	2438	2613	3301	
FITNESS CENTER COORDINATOR		2390	2562	3236	2438	2613	3301	
FORENSICS		2653	3010	3638	2706	3070	3711	
FFA ACADEMIC YEAR		2653	3010	3638	2706	3070	3711	
MASTER TEACHER		3400	3684	3969	3468	3758	4048	
MENTOR TEACHER		3400	3684	3969	3468	3758	4048	
TEACHER/COORDINATOR		3400	3684	3969	3468	3758	4048	

Key for athletic and non-athletic

Schedule 1 -- less than 3 years' experience

schedule 2 -- more than 2 but less than 5 years' experience

Schedule 3 -- 5 or more years' experience

AV Director will not be paid as long as duties are assumed by the library media specialist and a full time Library Aide or Assistant

Group A	2015-2016			2016-2017			
	I	II	III	I	II	III	
VARSITY SOCCER	3621	4115	5099	3693	4197	5201	
VARSITY CROSS COUNTRY	3621	4115	5099	3693	4197	5201	
VARSITY BASEBALL	3621	4115	5099	3693	4197	5201	
VARSITY SOFTBALL	3621	4115	5099	3693	4197	5201	
VARSITY VOLLEYBALL	3621	4115	5099	3693	4197	5201	
VARSITY TRACK	3621	4115	5099	3693	4197	5201	
VARSITY GOLF	\$3,621	4115	5099	3693	4197	5201	Effec 2014
VARSITY BASKETBALL	4115	4706	5821	4197	4800	5937	
TRACK COACH CO-ED	4115	4706	5821	4197	4800	5937	

GROUP B	2015-2016			2016-2017		
	I	II	III	I	II	III
CHEERLEADING	2689	3044	3796	2743	3105	3872
JV SOCCER	2689	3044	3796	2743	3105	3872
ASSISTANT CROSS COUNTRY	2689	3044	3796	2743	3105	3872
JV BASEBALL	2689	3044	3796	2743	3105	3872
JV VOLLEYBALL	2689	3044	3796	2743	3105	3872
ASSISTANT TRACK	2689	3044	3796	2743	3105	3872
JV BASKETBALL	3067	3490	4338	3128	3559	4425
ASSISTANT TRACK CO-ED	3067	3490	4338	3128	3559	4425

GROUP C	2015-2016			2016-2017		
	I	II	III	I	II	III
MODIFIED SOCCER	2008	2283	2835	2048	2328	2892
MODIFIED CROSS COUNTRY	2008	2283	2835	2048	2328	2892
MODIFIED BASEBALL	2008	2283	2835	2048	2328	2892
MODIFIED SOFTBALL	2008	2283	2835	2048	2328	2892
MODIFIED VOLLEYBALL	2008	2283	2835	2048	2328	2892
MODIFIED TRACK	2008	2283	2835	2048	2328	2892
MODIFIED BASKETBALL	2008	2283	2835	2048	2328	2892

When all three levels and an assistant coach is also employed, there will be an additional \$400 stipend for head and assistant coach.

Modified Basketball salary will be 1.5 times the stated rate if only one coach is provided for two teams.

TITLES	2015-2016			2016-2017			
	I	II	III	I	II	III	
FRESHMAN CLASS ADVISOR	817	911	1462	833	930	1491	Effec 2014
SOPHOMORE CLASS ADVISOR	817	911	1462	833	930	1491	
JUNIOR CLASS ADVISOR	817	911	1462	833	930	1491	
SENIOR CLASS ADVISOR	817	911	1462	833	930	1491	
FFA SUMMER POSITION	817	911	1462	833	930	1491	
VARSITY LETTER CLUB	817	911	1462	833	930	1491	
KEY CLUB ADVISOR	817	911	1462	833	930	1491	
NATIONAL JUNIOR HONOR SOCIETY	817	911	1462	833	930	1491	
WHIZ QUIZ ADVISOR	911	1012	1470	930	1033	1499	
SUMMER BAND DIRECTOR	911	1012	1470	930	1033	1499	
STAGE MANAGER	911	1012	1470	930	1033	1499	
AV DIRECTOR	911	1012	1470	930	1033	1499	
HONOR SOCIETY ADVISOR	911	1012	1470	930	1033	1499	
MUSIC DIRECTOR, SPRING	2190	2393	2952	2234	2441	3011	
DRAMA CLUB	2190	2393	2952	2234	2441	3011	
STARDUST	2190	2393	2952	2234	2441	3011	
AUDITORIUM TECH CLUB	2190	2393	2952	2234	2441	3011	
DIRECTOR, SPRING	2487	2666	3367	2536	2719	3434	ACCOUNTS
EXTRACURRICULAR	2487	2666	3367	2536	2719	3434	
TREASURER	2487	2666	3367	2536	2719	3434	
YEARBOOK ADVISOR	2487	2666	3367	2536	2719	3434	
FITNESS CENTER COORDINATOR	2487	2666	3367	2536	2719	3434	
FORENSICS	2760	3132	3785	2815	3194	3861	
FFA ACADEMIC YEAR	2760	3132	3785	2815	3194	3861	
MASTER TEACHER	3537	3833	4129	3608	3909	4212	
MENTOR TEACHER	3537	3833	4129	3608	3909	4212	
TEACHER/COORDINATOR	3537	3833	4129	3608	3909	4212	

Key for athletic and non-athletic

Schedule 1 -- less than 3 years' experience

schedule 2 -- more than 2 but less than 5 years' experience

Schedule 3 -- 5 or more years' experience

AV Director will not be paid as long as duties are assumed by the library media specialist and a full time Library Aide or Assistant

Group A	2017-2018		
	I	II	III
VARSITY SOCCER	3767	4281	5305
VARSITY CROSS COUNTRY	3767	4281	5305
VARSITY BASEBALL	3767	4281	5305
VARSITY SOFTBALL	3767	4281	5305
VARSITY VOLLEYBALL	3767	4281	5305
VARSITY TRACK	3767	4281	5305
VARSITY GOLF	3767	4281	5305
VARSITY BASKETBALL	4281	4896	6056
TRACK COACH CO-ED	4281	4896	6056

GROUP B	2017-2018		
	I	II	III
CHEERLEADING	2798	3167	3950
JV			
SOCCER	2798	3167	3950
ASSISTANT CROSS COUNTRY	2798	3167	3950
JV BASEBALL	2798	3167	3950
JV VOLLEYBALL	2798	3167	3950
ASSISTANT TRACK	2798	3167	3950
JV BASKETBALL	3191	3630	4514
ASSISTANT TRACK CO-ED	3191	3630	4514

GROUP C	2017-2018		
	I	II	III
MODIFIED SOCCER	2089	2375	2950
MODIFIED CROSS COUNTRY	2089	2375	2950
MODIFIED BASEBALL	2089	2375	2950
MODIFIED SOFTBALL	2089	2375	2950
MODIFIED VOLLEYBALL	2089	2375	2950
MODIFIED TRACK	2089	2375	2950
MODIFIED BASKETBALL	2089	2375	2950

When all three levels and an assistant coach is also employed, there will be an additional \$400 stipend for head and assistant coach.
Modified Basketball salary will be 1.5 times the stated rate if only one coach is provided for two teams.

TITLES	2017-2018		
	I	II	III
FRESHMAN CLASS ADVISOR	850	948	1521
SOPHOMORE CLASS ADVISOR	850	948	1521
JUNIOR CLASS ADVISOR	850	948	1521
SENIOR CLASS ADVISOR	850	948	1521
FFA SUMMER POSITION	850	948	1521
VARSITY LETTER CLUB	850	948	1521
KEY CLUB ADVISOR	850	948	1521
NATIONAL JUNIOR HONOR SOCIETY	850	948	1521
WHIZ QUIZ ADVISOR	948	1053	1529
SUMMER BAND DIRECTOR	948	1053	1529
STAGE MANAGER	948	1053	1529
AV DIRECTOR	948	1053	1529
HONOR SOCIETY ADVISOR	948	1053	1529
MUSIC DIRECTOR, SPRING	2279	2490	3071
DRAMA CLUB	2279	2490	3071
STARDUST	2279	2490	3071
AUDITORIUM TECH CLUB	2279	2490	3071
DIRECTOR, SPRING EXTRACURRICULAR	2587	2773	3503
TREASURER	2587	2773	3503
YEARBOOK ADVISOR	2587	2773	3503
FITNESS CENTER COORDINATOR	2587	2773	3503
FORENSICS	2872	3258	3938
FFA ACADEMIC YEAR	2872	3258	3938
MASTER TEACHER	3680	3988	4296
MENTOR TEACHER	3680	3988	4296
TEACHER/COORDINATOR	3680	3988	4296

Key for athletic and non-athletic

Schedule 1 -- less than 3 years experience

schedule 2 -- more than 2 but less than 5 years experience

Schedule 3 -- 5 or more years experience

AV Director will not be paid as long as duties are assumed by the library media specialist and a full time Library Aide or Assistant

NOTES:

1. Coaching experience in Varsity or J.V. boys or girls sports will receive full credit within the same sport.
2. Credit for coaching at another school or of other sports will be determined at the time of appointment by the Superintendent of Schools and approved by the Board of Education. Credit will not exceed the years of actual coaching in the sport.
3. A coach covering a sport without a J.V. or Assistant coach shall receive full varsity pay and 3/4 J.V. /Assistant salary at step.
4. This agreement will cover instructional programs as deemed necessary by the administration that extend the school day as defined by the contract. The rate of pay for small group instruction will be \$32.00 per hour.

Tutorial pay will be at the rate of \$32.00 per hour. Mileage will not be paid.

5. Steps on the schedules in this article refer to the number of years a teacher has served in that particular category.
6. Compensation for ticket sales at athletic events shall be \$30.00 per event. The ticket seller must remain present for the entire event. Teachers will be given an opportunity to volunteer for such duty and in no case will be assigned to more than two such activities on a non-voluntary basis.
7. Faculty Scorekeepers and Timekeepers for any sporting event will be paid \$30.00 per event.
8. Enrichment: Where the work involved for the enrichment program for elementary students significantly exceeds that which is normal to the teaching obligation, the teacher, upon the recommendation of the Superintendent and the approval of the Board of Education, will receive a stipend of \$100.00
9. Annual appointment of extra and co-curricular coaches/advisors is the responsibility of the Board of Education, based on the recommendation of the Superintendent. Recommendations of appointment shall be supported by reasonable cause and evidence. If a member is not recommended for re-appointment, the evidence or rationale will be communicated to the unit member prior to the Board action.

A list of positions offered by the District will be circulated to all unit members by June 1 or as soon as possible if a position becomes available after that date.

Salary for each activity is based on the category as negotiated on the Extra-Curricular and Co-Curricular Salary Schedule. Stipend payment for any extra-curricular or co-curricular assignment will be made following submission of evidence of finalization of all assignment responsibilities. Stipends will not be withheld for circumstances beyond the unit member's control. No teacher assigned to an extra/co-curricular position for a school year will be removed from such a position during said year without just cause.

All extra/co-curricular appointments will be subject to annual evaluation. Evaluation documents will be developed and mutually agreed to by MWTA and District administration.

ARTICLE XX EVALUATION PROCEDURES

1. All classroom observations of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher with regard to non-classroom instructional responsibilities. The evaluation of unit members covered under Education Law §3012-c will be completed as per the negotiated Annual Professional Performance Review MOA. (see attached)

Evaluation feedback will be provided as soon as possible, but in no case later than five (5) school days. The evaluation is to be signed by both the evaluator and the unit member. The unit member's signature does not indicate agreement with the evaluation, it only indicates that feedback has been received and the unit member received a copy of the evaluation. The unit member may file a written comment on the observation and evaluation. This will be attached to the evaluation and become a part of the unit member's personnel file. Copies of the evaluation will be submitted to the Superintendent.

At the unit member's request, a post-evaluation conference will be held no later than 5 school days following the request. The unit member, the evaluator, and, if the member requests, union representation will be allowed to attend.

2. All probationary unit members will be observed at least twice during the first semester of probationary teaching, and once during the second semester. Probationary members will be observed a minimum of twice during the next two semesters of probationary teaching, and a minimum of once during the last two semesters of probationary teaching. In those instances where a recommendation for non-reappointment is to occur, a minimum of three (3) observations shall be held during that academic year, prior to such notification. All members will be evaluated at least once a year.
3. In the event Administration, or a unit member, desire the assistance of fellow teachers, assistance shall be provided as follows:
 - a. The Administration, in consultation with the Association, will appoint a committee of two teachers within the appropriate tenure and/or subject area(s).
 - b. The committee, appropriate administrator(s), and the teacher shall meet for the purpose of consultation(s) and making recommendations.
 - c. Follow up meeting(s) will be held to determine progress and what, if any, additional recommendations should be made.
 - d. A copy of recommendations and progress reports shall be made part of the teacher's personnel file.
 - e. If costs are involved in implementing the recommendation of the committee, the Superintendent shall review the recommendation and upon his/her approval the costs shall be borne by the District.
4. The above requisite number of observations does not apply to unit members hired at mid-year.

5. Unit Members not subject to Education Law §3012-c evaluation procedures shall be evaluated in writing at least once each year. Evaluation protocols will be mutually agreed upon by administration and MWTa. Procedural requirements outlined in this Article will be complied with for all unit members. Paragraphs 2, 3, and 4 of this Article will not apply to nurses.

ARTICLE XXI PROPER DISMISSAL PROCEDURES

If the Board determines that an employee will be dismissed prior to the end of the school year, it will give said employee a minimum of thirty (30) days notice. If requested, reason for dismissal will be furnished to the teacher. No employee will be dismissed who has not had a benefit of three formal observations. The Association will encourage its members to make their own intention to voluntarily leave known to the Board thirty (30) days in advance of the effective date of separation.

No tenured teacher should be disciplined or dismissed without reasonable cause.

ARTICLE XXII REDUCTION IN STAFF PROCEDURES

1. Reduction in staff will be provided by Educational Law.
2. In the event of layoff, the Board will make every effort to insure that separated personnel be placed in other teaching situations.
3. In the event of a layoff, the Board will institute a recall procedure which, when implemented, will comply with the law.
4. The MWTa will be informed of any planned elimination or reduction in positions prior to the affected staff being informed.
5. Should the Superintendent decide to recommend to the Board of Education the termination or reduction of any teaching position, he/she shall first discuss that decision with the teacher who will/or may be terminated or reduced in the event such recommendation is adopted by the Board.
6. Any teacher whose position is to be eliminated or reduced the following September, for non-economic reasons will be given written notification on or before April 1.
7. Any teacher whose position is to be eliminated or reduced the following September for economic reasons will be given written notification on or before June 1. In the event a budget is defeated, the June 1 deadline may be extended to within five calendar days following adoption of the budget.
8. In reduction of staffing in a school nurse classification, the employee with the least amount of seniority within that classification shall be reduced first. In the event of equal seniority in that classification, the employee with

the least district seniority will be reduced first. In the event of a recall, the last employee reduced will be the first to be recalled.

ARTICLE XXIII SHARED DECISION MAKING

The Madrid Waddington Board of Education and the Madrid Waddington Teachers' Association endorse the concept of Shared Decision Making as stated by the Commissioner's Ruling 100.11 as the necessary and appropriate means by which educational decisions of the highest quality are most likely to be achieved. To that end, a process has been developed in which all stakeholders: administration, teachers, support staff, parents and students will have a voice in decisions.

ARTICLE XXIV MISCELLANEOUS PROVISIONS

1. The Board and the Association agree that all negotiable items for the term specified in this agreement have been discussed during the negotiations leading to this agreement and therefore agree that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement unless by mutual consent.
2. This agreement shall supercede any rules, regulations or practices of the Board or the Association that shall be contrary to or inconsistent with its terms.
3. Any individual arrangement, agreement, or contract between the Board and the individual teacher, heretofore, executed, shall be subject to and consistent with the terms and conditions of this agreement. Any individual arrangements, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement during its duration, this contract shall be controlling.
4. If any provision or application of this agreement shall be found contrary to law, such provision or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
5. Copies of this agreement shall be printed at the expense of the District and given to all teachers now employed or hereafter employed by the District within two (2) weeks after its execution or their employment if that occurs later.
6. The Association and The Board agree to form a joint Educational Advancement Committee. The purpose of this committee is to increase the input on statewide educational decisions and legislation of mutual concern. The Committee shall consist of two teachers appointed by the Association and two board members. A Board appointed person from the Administrative staff shall be the committee chairperson.

Either party may call for a meeting when desired. Each party shall be free to support, or not support, items brought before the committee.

ARTICLE XXV DURATION CLAUSE

This agreement shall be in effect July 1, 2013 through June 30, 2018. Salary increases will be applied retroactively to July 1, 2013 in accordance with Article XIII. All other provisions of this Agreement will be effective upon ratification by both parties and will continue in effect until June 30, 2018. At any time subsequent to January 1, 2018 and prior to March 1, 2018, either party may give written notice of intention to open negotiations on the whole contract. (Ref. Recognition Agreement, Article VIII, Section 2). The Association and the Board will exchange proposals at the first meeting.

Amendment to Section 204-A of the Taylor Law

1. 204-A agreements between Public Employers and Employee Organizations.

Any written agreement between a public employer and an employee organization determining the terms and conditions of employment for public employees shall contain the following notice in type not smaller than the largest type used in such agreement: "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

2. Every employee organization submitting such a written agreement to its members for ratification shall publish this notice, include such notice in this document accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the Superintendent of each public employer to each public employee. Each public employee employed thereafter, shall, upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE XXVI TERMINATION COMPENSATION

1. Upon retirement, a unit member with a minimum of 15 years of service in the District will receive **\$70.00** per day for all unused sick days to a maximum of 200 days.

An additional \$1,000 will be paid if the teacher has a minimum of 200 accrued sick days and does not use more than the yearly allotment of 12 sick days during the final year of intended employment with the District.

The teacher will submit a letter of intent to retire by February 1st of the year prior to the effective date of retirement.

Payment would be into a 403(b) account as per attached Memorandum of Agreement. The Board of Education may waive the length of service or time frame requirements. The participating unit member will share in the third party administrative costs incurred in the implementation and continuation of the 403(b) program at the rate of \$15.00 per account.

2. Upon death while in service with the Madrid-Waddington Central School District, the District agrees to pay tenured teachers' heirs \$15.00 per day for all unused sick days up to 300 days.

ARTICLE XXVII NURSES' RESPONSIBILITIES

A. Nurses will make every effort to:

1. Be available on school premises during the time designated by the Board of Education as the official school day, unless otherwise excused by the Administration.
2. Be in their assigned areas during the period of the school day that has been designated for working with students.
3. Perform school nurse functions, as outlined in their job description, as assigned to them by the Administration.
4. Provide school nurse services for the entire academic year in accordance with the calendar adopted by the Board of Cooperative Services limited in any case to a total of 181 days.
5. Maintain appropriate health records for all students.
6. Prepare and submit promptly any reports or information which may be requested by the Administration.
7. Maintain and have available in their work stations both short and long-range plans covering what should be accomplished for a period of at least one week in advance.
8. Perform such work as may be needed to plan for implementation of their duties and the evaluation of their success.
9. Make themselves available for such meetings and activities as may be specified by the Board of Education or the Administration. There will be at least a 24 hours notice given and an agenda will be provided.
10. Make themselves available for conference with parents. Conferences will be scheduled at a time mutually agreeable to parents and nurses. The presence of a third party may be requested.
11. Make themselves available for consultation with students at a mutually agreeable time.

- A. Article III, sections A, B, C, and F, Article V, and Article VII, Paragraph 5, do not apply to nurses.
- B. Section E of Article III does apply to Registered Nurses as well as teachers.
- C. Should the Administration require Registered Nurses to work beyond their required hours of employment, they shall receive compensation at the prevailing rate, i.e.:

Annual Salary

185 days x 7 hours per day

ARTICLE XXVIII DISTANCE LEARNING

Distance/Digital Learning (DDL)

The parties acknowledge that the purpose of any Distance/Digital Learning program is to provide flexibility for course offerings of an advanced nature and enrichment opportunities to students who would not ordinarily have the opportunity to take these courses. Advancements in on-line technology may provide course offerings otherwise beyond the District's means to provide.

- A. The parties acknowledge and confirm that participation in any DDL program shall not be used by the District to argue that the Association has waived any rights that exist to the exclusivity of bargaining unit work. The parties agree that the DDL program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the District.
- B. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the District sending/receiving courses in that tenure area through a DDL program. The DDL program will not be used as a means to eliminate staff.
- C. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the District. The District agrees to pay the District per diem rate for this DDL training, or the teacher may apply the training time toward cumulative in-service credit hours.
- D. The District will provide opportunities for the Association to participate in the recommendation for hosting or receiving courses. No teacher will be assigned to teach a DDL course without prior consultation and consent from the teacher.
- E. Teachers of any DDL full time (2 semester) course taught outside the regular school day will be paid at the rate of 1/6.5 of the teacher's regular salary. Those who agree to teach a full time DDL class shall not have a .5 administrative assignment during the duration of that course.

TRANSMITTING (FROM HOST SCHOOL)

- F. Any program delivered from this School District for the purpose of educating children shall be taught by a bargaining unit member. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be solely for the purpose of student review and/or makeup.
- G. The time of the transmission will be determined by the District, within the normal confines (starting time and ending time) of a daily schedule of classes.
- H. The classroom teacher shall not have the responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and training will be provided by the District.
- I. The number of students in a class, including those at receiving sites, shall not exceed twenty-five students unless mutually agreed upon by the teacher and District. There will be no more than five receiving sites.
- J. All grading of schoolwork and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the same time, and in the same manner, when he/she turns in grades in the host district.
- K. The teacher shall not be expected or required, but shall be encouraged, to attend any functions in the receiving school District(s). The teacher will be available to receiving students and their parents in the same manner that he/she is available to host school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected or required to attend the receiving school's Open House.) The teacher and the receiving District(s) may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits described above.
- L. In the event of the transmitting teacher's absence, the host district shall be expected to provide a substitute trained in DDL when it elects to transmit.
- M. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement. No evaluation of the teacher will be made except in the normal manner in the classroom. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher.
- N. Any audio-visual recordings of the classes being transmitted to receiving classrooms are the sole property of the host teacher.
- O. The calendar of the host district shall be used for each course being taught.
- P. Textbooks for DDL courses are determined by the host district in conformity with normal district practice.

RECEIVING

- Q. The introduction and continuation of Distance Learning at MWCS as a receiving site shall not replace a course being currently taught at MWCS, or a course taught within five years by current staff unless the local union and District mutually agree in writing. A course may not be offered if it falls within the tenure area of a qualified employee on a recall list unless said individual declines the offer of employment.**
- R. The receiving District shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning in any classes being received.**
- S. If the District assigns a teacher to a receiving class, such assignment shall count in the teacher's normal load in accordance with the provisions of the collective bargaining agreement. During the transmission class time the Association member will cooperate with the transmitting teacher to assist students with the course material and technical reception to the best of their ability.**

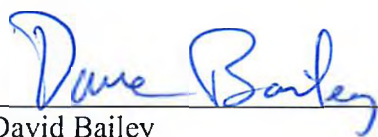
ARTICLE XXIX CREDIT RECOVERY AND ASSESSMENT PREPARATION

- A. Any classes taught outside the regularly scheduled school day will not exceed two hours in length on any given day. The teacher will be informed at least two days in advance of the cancellation of any scheduled extended hours class. In the event that the teacher is not notified in advance, the teacher will be paid for one hour of work at the aforementioned rate except for days when students do not attend school or when students are dismissed early due to an emergency.**

In witness hereof, the parties have hereunto set their hand and seals this

10th day of September, 2014.

**MADRID-WADDINGTON CENTRAL CHAPTER
NEW YORK STATE UNITED TEACHERS'
ASSOCIATION**



David Bailey
Chairperson, Negotiating Committee

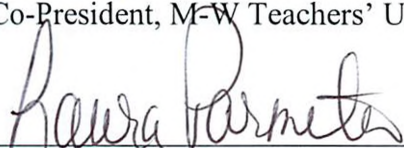
**BOARD OF EDUCATION
MADRID WADDINGTON CENTRAL SCHOOL**



Douglas McKnight
Chairperson, Negotiating Committee



Troy Creuer
Co-President, M-W Teachers' Union



Laura Parmeter
Co-President, M-W Teachers' Union



Michael Miller, President
Board of Education



Lynn M. Roy
Superintendent of Schools

Request for In-service Credit
from: Professional Growth Committee
MADRID-WADDINGTON CENTRAL SCHOOL

School Year: _____

Applicant's Name: _____ Grade/Subject: _____ Hours Requested: _____

Name of Program: _____

When: _____

Where: _____

Time Involved: _____

Cost of Program to district: _____

If college or agency approved, name or department: _____

Course Criteria: _____

a) Goal: _____

b) Material covered: _____

c) Instructor _____

Credit is to be awarded based on one or both of the following procedures. The following is a guideline only and subject to review.

1. Hours involved.

A) Workshop hours: _____ 0-15
 _____ 16-30
 _____ 31-45

B) College credit hours to be granted: _____ 1 credit
 _____ 2 credits
 _____ 3 credits

2. Other considerations.

A) Does this pertain to what they are teaching? _____ Yes _____ No

B) Can this be applied to the development of the entire staff? _____ Yes _____ No

C) Narrative: _____

The Professional Growth Committee does/does not recommend this application. Hours to be awarded based on request/review: _____